

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. LAWRENCE JOHNSON, JR.,)	
2. PHYLLIS KAY JOHNSON,)	
)	
Plaintiffs,)	
)	
v.)	Case No.: CIV-17-918-R
)	
1. CSAA FIRE & CASUALTY INSURANCE)	
COMPANY, a foreign for profit Insurance)	
Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, are each citizens of the State of Oklahoma.

2. Defendant, CSAA Fire & Casualty Insurance Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Indiana.

3. The principal place of business for Defendant, CSAA Fire & Casualty Insurance Company, is Walnut Creek, California.

4. The Defendant, CSAA Fire & Casualty Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, owned a home located at 14420 Eagle Nest in Choctaw, Oklahoma, which was insured under the terms and conditions of a homeowners insurance policy, policy number HO53870551, issued by the Defendant, CSAA Fire & Casualty Insurance Company.

8. At all times material hereto, the Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, complied with the terms and conditions of their insurance policy.

9. On or about March 26, 2017, the Plaintiffs' home sustained damage as a result of wind and hail. These damages are covered pursuant to the terms and conditions of Plaintiffs' insurance policy.

10. Wind and hail are covered perils not limited or excluded pursuant to the terms and conditions of Plaintiffs' homeowners insurance policy.

D. Count I: Breach of Contract

11. Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, hereby assert, allege and incorporate paragraphs 1-10 herein.

12. The homeowners insurance policy, policy number HO53870551, issued by Defendant, CSAA Fire & Casualty Insurance Company, was in effect on March 26, 2017.

13. Subsequent to the March 26, 2017, hail storm, Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, timely submitted a claim to Defendant, CSAA Fire & Casualty Insurance Company. Defendant refused to issue payment to fully repair and/or replace Plaintiffs' obviously hail damaged roofing system. Defendant's refusal to pay for repair and/or replacement of the Plaintiffs' damaged roofing system constitutes a breach of the insurance policy.

14. The acts and omissions of Defendant, CSAA Fire & Casualty Insurance Company, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant, CSAA Fire & Casualty Insurance Company, breached its contract with Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, by failing to conduct a reasonable investigation of the Plaintiffs' claim and by improperly denying payment and coverage for Plaintiffs' obviously hail damaged roofing system. Defendant ignored and refused to consider obvious evidence of

hail damage and denied the Plaintiffs' claim improperly, without adequate investigation, and without any reasonable basis.

E. Count II: Bad Faith

15. Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, hereby assert, allege and incorporate paragraphs 1-14 herein.

16. The acts and omissions of the Defendant, CSAA Fire & Casualty Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

17. Defendant CSAA Fire & Casualty Insurance Company's unreasonable refusal to pay the cost to fully repair and/or replace the Plaintiffs' obviously hail damaged roofing system is a bad faith breach of Plaintiffs' insurance policy. Defendant, CSAA Fire & Casualty Insurance Company, acted in bad faith by failing to conduct a reasonable investigation of the Plaintiffs' claim and by improperly denying payment and coverage for Plaintiffs' hail damaged roofing system. Defendant ignored and refused to consider obvious evidence of hail damage and denied the Plaintiffs' claim improperly, without adequate investigation, and without any reasonable basis.

18. Defendant CSAA Fire & Casualty Insurance Company's refusal to pay for the damage to Plaintiffs' roofing system was unreasonable, outside of insurance

industry standards, and was committed in bad faith.

F. Punitive Damages

19. Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, CSAA Fire & Casualty Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, for which punitive damages are hereby sought.

G. Demand for Jury Trial

21. Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, hereby request that the matters set forth herein be determined by a jury of their peers.

H. Prayer

22. Having properly pled, Plaintiffs, Lawrence Johnson, Jr. and Phyllis Kay Johnson, hereby seek contractual, bad faith and punitive damages against the Defendant, CSAA Fire & Casualty Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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